IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
CONTEMPT PETITION NO.78 OF 2004

Sunita Jairam Gowda & Ors. .... Petitioners
Vs.
Jairam Hanumant Gowda & Ors. .... Respondents

Shri P.R. Naidu for the Petitioners.

Ms Raibagkar for Shri P.S. Shah for the Respondent Nos.1 and 2.

CORAM: R.M.S. KHANDEPARKAR, J.

DATED: OCTOBER 08, 2004

P.C:

1. Heard the learned Advocates for the parties.

2. The grievance of the applicants/petitioners is that inspite of the order dated 13-3-2003 directing the respondents to pay interim maintenance at the rate of Rs.10,000/- per month to the petitioner No.1 and further Rs.5,000/- per month to each of the petitioner Nos.2 and 3, the respondents did not pay the said interim maintenance. It is their further case that though in the course of the hearing of the matter, the respondents have deposited the amount, the deposits were made in relation to the period with effect from March, 2003 onwards and not from April, 2002 onwards. It is the case of the applicants that the deposits were required

to be made from the date of the application as per the settled law whereas the respondents have deposited only from the date of the order.

3. There is no dispute as regards the fact that the respondents have deposited the amount in terms of the order dated 13-3-2003, having calculated from the month of March, 2003 till September last. The grievance only pertains to the period between April, 2002 to February, 2003 on the ground that the deposits were required to be made from the date of the application and not from the date of the order. Undoubtedly, the order dated 13-3-2003, which was passed in the Writ Petition No.732 of 2003, was an ad-interim relief. The ad-interim relief itself does not disclose whether the amount was required to be paid from the date of the application or from the date of the order. Certainly nothing prevented the applicants from seeking the necessary clarification in that regard from the concerned Court as to whether the deposit was required to be made from the date of the application. Besides, it was an ad-interim relief and, therefore, it cannot be presumed to relate back to the date of the application in the absence of specific mention in that regard in the order itself. Being so, merely because the deposits were made with effect from the date of the ad-interim relief passed by that Court, it cannot be said that there is any violation of the

said order as such. Undoubtedly, the deposits appears have not been in terms of the order. Nevertheless, the total amount payable upto September, 2004 in terms of the said order having been deposited, I do not find it just and proper to proceed against the respondents for contempt of Court. Hence the application is rejected.